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12 S. W. 981. But in Washington, where a statute requires joinder by the wife in alienating or encumbering the realty, community real estate is not chargeable with the independent obligations of the husband. 1915 REM. CODE (Wash.), § 5918; *Brotton v. Langert*, 1 Wash. 73, 23 Pac. 688. Later decisions have reached the same result on the more logical ground that community realty is not liable for acts committed by the husband without the scope of his authority as agent of the community. *Day v. Henry*, 81 Wash. 61, 142 Pac. 439; *Wilson v. Stone*, 90 Wash. 365, 156 Pac. 12. Prior to the principal case, however, like reasoning was not applied to exempt the community personalty from liability. *Powell v. Pugh*, 13 Wash. 577, 43 Pac. 879. But the principal case puts all common property, real and personal, on the same basis, and rests the liability of the community upon the rule *respondent superior*. Without changing the theory of the system this decision further recognizes the individuality of the married woman, and guarantees her interest more than a theoretical existence.

ILLEGAL CONTRACTS — EFFECT OF ILLEGALITY — AGREEMENT FOR RE-EXCHANGE OF NEGOTIABLE PAPER TO EVADE STATUTORY PROHIBITION. — The plaintiff bank, in order to evade the banking laws, contracted with the defendant bank to exchange a customer's note for a note of the same amount held by the defendant. The notes were to be reexchanged on demand. The note delivered by the defendant was worthless. *Held*, that the plaintiff bank was entitled to the return of the note or its proceeds. *England v. Commercial Bank of New Madrid, Mo.*, 242 Fed. 813.

The general rule is that the law leaves parties to an illegal transaction where it finds them. *Holman v. Johnson*, 1 Cowp. 341; *Stewart v. Thayer*, 170 Mass. 560, 49 N. E. 1020. Equity, likewise, refuses to raise a resulting trust in favor of the settlor where an express trust for an illegal purpose has failed. *In re Great Berlin Steamboat Co.*, 26 Ch. D. 616. But cf. *Taylor v. Bowers*, 1 Q. B. D. 291. This rule has been severely criticized. See WOODWARD, QUASI CONTRACTS, § 135. Important exceptions have been recognized. Where the offense is not *malum in se* the plaintiff has sometimes prevailed. *Davies v. London, etc. Ins. Co.*, L. R. 8 Ch. D. 469. See KEENER, QUASI CONTRACTS, 258. Where the defendant's conduct is tainted with fraud the courts have been ready to find that the parties are not *in pari delicto*. *Brown v. McIntosh*, 39 N. J. L. 22; *Thomas v. Richmond*, 12 Wall. (U. S.) 349. See PERRY, TRUSTS AND TRUSTEES, 6 ed., § 214; POMEROY, EQUITY JURISPRUDENCE, 3 ed., § 403. See also 26 HARV. L. REV. 738. It is solely for public authority to assert the illegality of contracts contrary to public policy. See *Union Nat. Bank v. Matthews*, 98 U. S. 621, 629. A defendant, sued by a national bank for money lent, cannot maintain the defense that the bank exceeded the amount permitted by law. *Union Gold Mining Co. v. Rocky Mt. Nat. Bank*, 96 U. S. 640; *Bank of Middlebury v. Bingham*, 33 Vt. 621. Where illegal contracts have been held void, a quasi-contractual obligation to make restitution has been enforced. *Central Transp. Co. v. Pullman's, etc. Co.*, 139 U. S. 24; *Pullman's, etc. Co. v. Central Transp. Co.*, 171 U. S. 138. But see E. H. Warren, "Executed *Ultra Vires* Transactions," 23 HARV. L. REV. 495. See also 23 HARV. L. REV. 627. Since the statute in the principal case was intended to protect the bank's depositors, the court's decision seems desirable.

MANDAMUS — PROCEEDINGS — TRAVERSE OF RETURN TO ALTERNATIVE WRIT. — An alternative writ of mandamus issued to compel a corporation to permit inspection of its books by a stockholder. In its return the corporation alleged that the inspection was desired for an improper purpose. *Held*, that the return must be accepted as true and the peremptory writ denied. *State ex rel. Linihan v. United Brokerage Co.*, 101 Atl. 433 (Del.).